



TERMS & CONDITIONS OF THE TUNING ROOM EUSTRESS ROOM, 2ND FLOOR GLOBAL LINK BUILDING, DUNLEAVY DRIVE, CARDIFF, CF11 0SN, TRADING UNDER THE TUNING ROOM PERSONAL COACHING LTD, REGISTERED IN ENGLAND & WALES COMPANY NUMBER 13562178.

TERMS OF ENGAGEMENT

1st JUNE 2023

These terms will govern our contract of care with you and will be reviewed from the 1st of APRIL each year. If there are any points that you do not understand or wish to discuss further, please ask for an explanation.

1. SERVICES OFFERED, TERMS OF ACCEPTANCE

When a person seeks to use the “Eustress Room” , and creates a booking, it is imperative for both parties to fully understand the purpose of the experience, the safety, risks and expected normal outcomes, to be outlined here as guidelines before the commencement of use.

The Eustress Room has only one goal, to provide the requisite amount of stress to facilitate the innate intelligence’ s repair mechanism within the human body. It is vital that each user understands both the objective and the method that will be used to obtain it. This will prevent any confusion or disappointment.

HEALTH: The state of optimal physical, mental, and social well-being, not merely the absence of disease and infirmity.

ADJUSTMENT: To bring together the optimum balance the mind and body. The adjustment within the “Eustress Room” , is the specific application of force (via heat, light, sound, cold, and/or floatation to facilitate the body’ s optimisation of function.

ENTUNEMENT: To add into, intensify, or harmonise the nervous system to facilitate the expression of innate and universal intelligences to bring about coherence and flow state within any human being and the community.

INFRA-RED LIGHT SAUNA:

We use a 4 Person Clearlight @ Sanctuary Corner Full Spectrum Sauna, [Full specification details can be found HERE.](#)

The purpose of this service is to heat the body temperature in an enclosed environment.

The infra-red light SAUNA is reported to have the following benefits you can read [HERE.](#)

ICE COLD TUB:

A tank with dimensions 1800mm Length x 730mm width x 750mm height, filled with water cooled and circulated between 3-5 degrees Celsius. The participant is invited to submerge themselves within the tub for up to and no longer than 10 minutes.

Using the "CHILL TUB" purchased from All Swim Ltd. [Full brochure information here.](#) An ice tub is a therapeutic treatment that can provide a range of health benefits, it is believed soaking in an ice bath can - **Reduce Inflammation** - in the same way applying an ice pack on an injury reduces swelling, but on a whole-body scale. **Boost immunity** - by stimulating the immune system and having a positive effect on the lymphatic system, aiding in toxin removal. **Boost mental health and uplift mood** - by triggering the release of endorphins and feel-good neurotransmitters in the brain. **Improve sleep** - by helping to regulate the central nervous system, aiding relaxation, and mood improvement. **Prevent injury** - as a side effect of enhanced muscle recovery, reducing the risk of muscle damage. Always consult your doctor before using an ice bath if you have any underlying health issues.

SENSORY RELAXATION (FLOATATION) TANK:

A tank of water heated to 37.5 degrees Celsius and with 400 litres of water and 250kg of dissolved magnesium sulphate (MgSO4) within, the participant is invited to float in the water for up to 40 minutes. Optional for an enclosed tank or lid-open options are available to the choice of the participant. A floatable head rest will be provided. Full manual specification of the tank we use can be found [HERE.](#)

We do not offer to diagnose or treat any disease.

OUR ONLY OBJECTIVE is to facilitate the expression of the body’ s own innate homeostasis.



2. SERVICES OFFERED, INFORMED CONSENT FOR USE OF THE EUSTRESS ROOM SERVICES

By signing the disclosure on the initial experience form you consent and request to the participation of all and any services within “The Eustress Room” on me (or on the person named on the initial experience form, for whom I am legally responsible) by the practitioner or staff member affiliated with The Tuning Room.

The nature of the Eustress Room is to facilitate the optimum amount of stress to initiate homeostatic balance within the body.

Possible risks:

After all services there is to be an expected resultant 72-hour inflammatory response after use of the Eustress Room. I understand that, in the practice of using the Eustress Room there are some risks to partaking in these services, and I do not expect the practitioner or staff member to be able to anticipate and explain all the risks and complications. I wish to rely on the Practitioner or staff member to exercise judgement during the course of the experience which they feel at the time, based on the facts then known, to be in my best interests. I understand the potential risks and participate willingly and under the assumption that I am responsible for any injury. To minimise the risk all use of The Eustress Room will be staff led on the initial visit – meaning they are hosted and led by but not necessarily delivered by the principal practitioner. To further minimise risks all initial experiences will be preceded by a mandatory pre-experience consultation and explanation of how to use the equipment.

SPECIFIC CONCERNS & RISKS ASSOCIATED WITH EACH SERVICE:

INFRA-RED SAUNA:

If you exceed the recommended amount of time within the sauna- WHICH IS no longer than 20 minutes maximum, there is a risk of Over-heating, over sweating and dehydration. You fully understand to consume the adequate amounts of water and electrolytes to combat the loss via sweating. I also comply with the demand to take a towel into the sauna to protect the sauna from sweat damage.

COLD TUB:

If you exceed the recommended amount of time within the cold water – which is no longer than 10 minutes maximum, there is a risk of the onset of Hypothermia. Shivering, blood pooling and shunting around the internal vital organs does leave vasoconstriction of the blood vessels in the limbs. Although minimal, there is a small risk of drowning within the cold tank. Please ensure that you keep your head above water at all times, and you fully co-operate with this demand. Always consult your doctor before you use the cold ice plunge tub.

SENSORY FLOATATION TANK:

There is a risk of drowning within the floatation tank, although minimal due to the density of the water, and the water depth of 0.5m. DO NOT ENTER the floatation tank if you are not a capable swimmer. There is also a risk of the magnesium sulphate going in the eyes causing a burning or stinging sensation temporarily. You are demanded to keep your face and eyes above the water to mitigate this risk, and to shower immediately before and after, and to not touch your eyes during the experience. To minimise all of these risks in an enclosed space, there is a built-in digital panic alarm buzzer within the tank that you will be shown how to use prior to engagement. A member of staff will be with you within a small-time frame of 30 seconds on stimulation of this panic alarm. Always consult your doctor before using this service.

Within the Eustress Room there is access to a panic alarm that you confirm you have been shown on my initial experience before using the room. The sensory tank has an inbuilt panic button within the lid of the tank which you have been shown how to use. There is also 24 hour live CCTV in the open section of the Eustress Room monitored by staff at all times the clinic is open. By signing the consent to use in the Eustress Room experience form you have had the opportunity to read these terms and conditions. You intend this consent to cover the entire course of usage. I also and categorically hereby agree to consult with my general practitioner doctor before using the Eustress Room.

3. PAYMENTS



Cost rates consider the many overheads in providing the service such as: staff costs, secretarial support, rent, telephones, postage, technology expenses and so on, unless separate costs are quoted in addition. You will be notified at the outset of the cost rates and of any subsequent alterations to the rates as they are reviewed from time to time.

As of 1st June 2023, the standard fees for the Eustress Room are outlined below:

- Infra-red Sauna & Cold Plunge Experience £97
- Sensory Floatation Tank Experience £97

MEMBERSHIP PLANS:

Please refer to our IN-HOUSE price list for MONTHLY direct debit membership plans. Please note direct debits are for individual use only and commence from the start date of the agreement made in house. Please note that monthly direct debits cannot be stored as credit and used at a future date. It is vital to communicate that when you sign up for a monthly membership, you are committing to monthly direct debit that cannot be credit banked if not used within that given month. You can cancel your direct debit at any time, which is your responsibility. If you simply forget to cancel your direct debit, and request a refund for services unused, we do not offer refunds and you use any debited money for other services later. You may cancel your direct debit monthly membership at ANY GIVEN time, and you shall cease payments from that moment on.

4. PROPERTY RIGHTS

All of our generated documents, electronic files and information remain the under the copyright of The Tuning Room and can only be reproduced by our clients with formal agreement from us, for use of that company and not for resale or transfer to other companies. The Tuning Room reserves the right to remain the identified author of any such materials produced, even if supplied to the client under contract. Documents supplied or quoted for, do not include an electronic or disk copy. Such copies could possibly be supplied and in such cases an additional fee would be charged.

5. DISCLAIMER

We cannot accept responsibility for any loss or damage to property or for any other consequences due to a Force Majeure. Your statutory rights are unaffected. Where delivery of our services is delayed or prevented as a result of vehicle traffic congestion, motorway queues, illness, etc then we cannot accept responsibility and will attempt to provide that service at an alternative time on agreement but cannot guarantee this. In the event of cancellation of our services, we agree to a refund subject to a 10% transaction and handling fee.

6. TERMINATION OF CONTRACT

A breach of any of the above conditions may render the contract void or voidable. Completion or where otherwise agreed between the parties in writing will discharge further obligation. We reserve the right to amend the terms and conditions where and when necessary. Any amendments will be agreed prior to change, in writing and with reasonable notice.

7. BOOKING APPOINTMENT POLICY

All bookings are taken with payment in full upfront and with the mutual agreement that we reserve an allocated time slot, and specifically for whoever the appointment is made for. Once booked, we expect that you honour and fulfil that agreement.

In the event that you are not able to fulfil the booking as agreed, for whatever reason, we require **at least 24** working hours' notice to transfer your booking to another appointment in the future.

Any unfulfilled appointments without 24 hours' notice will be chargeable **in full**. This charge will either be:

- Deducted from your account credit (if prepaid or on a membership plan)
- Deducted from your stripe account card details (These are stored securely on your file if you previously booked online).



- Noted as outstanding on your account for future reconciliation, on attendance of your next appointment.

Please note we do not operate our clinic phone on Saturday afternoons or Sundays. You are welcome to cancel or reschedule your appointment online via your email link booking during these hours. All email reminders for Monday will be sent out via email on the preceding Friday 72 hours before your appointment.

At the time of booking routine appointments, you will be notified of this policy in a verbal manner by our team, and it will be attached on the bottom of all confirmation emails. We will also display these updated terms in the clinic.

Our commitment to you is that we endeavour to honour your booking time slot, where at all reasonably possible. In the event of closure, for whatever reason, you will be offered the next available slot in the future.

8. DIRECT DEBITS

Direct Debit payments are to be set up on a designated day of the month – the day is to be agreed during the set up of the Direct debit, which will be done in person in office with a member of the front desk team present.

Setting up a direct debit is a membership, to be used for the number of appointments per month as agreed.

All funds transacted as direct debit payments are to be used within that given month. No credit accumulated via direct debit payments can be stored, refunded, or transferred to another month, nor can it be transferred to another person's account.

Cancelling Direct debits: You are welcome to cancel your direct debit at any time, without charge. If this is done with 3 business working days' notice to your bank before the next scheduled payment, your bank will not be debited. The responsibility of cancelling the direct debit lies with the practice member and their personal communication with their bank. We cannot take responsibility for uncanceled direct debits.

9. PERSONAL INJURY

We cannot accept responsibility for any personal injury suffered whilst on premises for any reason, including but not limited to slips, trips, falls, animals, children, water hazards, machinery or equipment malfunction, or electrical hazards. We shall put in place risk assessments and safety evaluations for all parts of our premises which can be read at leisure upon request. Reasonable judgement and discussions will be taken place to allay any concerns that one may have about safety within the premises.

10. WAIVER

I hereby acknowledge and agree to the following terms and conditions for the use of the Eustress Room at The Tuning Room Epi-Healing Centre:

1. Facility Information:

- Facility Name: The Tuning Room Epi-Healing Centre
- Address: Global Link, Floor 2, Dunleavy Drive, Cardiff Bay, CF11 0SN

2. Acknowledgment of Risks:

I understand and acknowledge that the Eustress Room comprises various modalities, including an infrared sauna, cold plunge pool, and sensory deprivation tank. I am aware that the use of these modalities carries inherent risks, and I accept full responsibility for my own safety.

3. Health and Medical Conditions:

- There are no specific health limitations or conditions required for the use of the Eustress Room. However, individuals with an increased risk of cardiovascular disease are advised to seek guidance from their medical professional before using the facilities.

4. Age Restrictions :

There are no age restrictions for users of the Eustress Room.



5. Eustress Room Induction:

I acknowledge that I will undergo a mandatory Eustress Room induction on my first visit to ensure my understanding of the facility and its safe use.

6. Supervision and Assistance:

The facility will be only partially supervised by CCTV by Tuning Room staff who are trained to assist users in case of an emergency.

7. Emergency Measures:

- The facility is equipped with 2 panic alarms that notify the practice in case of emergencies.
- An emergency cord is also available to immediately alert the practice if assistance is required.

8. One-Time Agreement:

This agreement is a one-time commitment and will be scanned into my file at The Tuning Room Epi-Healing Centre.

I hereby confirm that I have read, understood, and agree to the terms and conditions outlined in this Health and Safety Waiver. I voluntarily assume all risks associated with the use of the Eustress Room and release The Tuning Room Epi-Healing Centre from any liability.